33 Ia. 562. Even as to open platform trains it is held in many jurisdictions not negligence *per se* for a passenger to ride on the platform of a car. See *Meesel v. Lynn etc., R. R. Co.*, 8 Allen 234; *Gerstle v. U. P. R. R. Co.*, 23 Mo. App. 361. Contrary to the more liberal view in *Louisville & Nashville R. R. Co. v. Morris*, 23 Ky. L. R. 488; *Camden & Atlantic R. R. Co. v. Hoosey*, 99 Pa. St. 492; *The Cleveland, etc., Railway Co. v. Moneyhun*, 146 Ind. 147, it was declared to be negligence as a matter of law for the passenger to be riding upon the platform and a bar to recovery. For a case in which this rule was asserted but contingent upon the company providing seats. See *Graham v. McNeil*, 20 Wash. 466.

CARRIERS—PASSENGERS ON STREET CAR—RIGHT TO SEAT.—WEEKS V. AUBURN & S. ELECTRIC RY. CO., 113 N. Y. SUPP. 636.—Where plaintiff accepted transportation in a crowded street car and surrendered her ticket. *held*, that she waived strict performance so far as her contract rights were concerned to a seat, and the only duty defendant then owed her was that owing to a passenger who had contracted to ride standing.

The duty of a carrier of passengers to provide fit and suitable accommodations for all passengers that it receives for transportation includes the duty to furnish a seat. *Lane v. Choctaw, O. & G. Ry. Co.*, 91 Pac. 883 (Okl.). A passenger who exhibits his ticket and demands a seat need not surrender the ticket till the seat is furnished. *Hardenbergh v. St. Paul, M. & M. Ry. Co.*, 39 Minn. 3. It is not the duty of the passenger to so act, in providing himself with a seat, that he perform that which more properly is the duty of the conductor. *Louisville, N., O. & T. Ry. Co. v. Patterson*, 69 Miss. 421. Nor does he forfeit any rights by such temporary inconvenience. *Willis v. Long Island Ry. Co.*, 34 N. Y. 676. But if he insists upon his right to a seat he cannot remain standing and ride free; but should repudiate the contract *in toto* by quitting the train at the first suitable opportunity and recover for breach of contract. *Thompson on Carriers of Passengers*, p. 67. Upon refusal to give up ticket he does not thereby become a trespasser and can be ejected only at a regular station. *Maples v. N. Y., N. H. & H. Ry. Co.*, 38 Conn. 557.

CONTRACTS—ACTIONS—MUTUAL MISTAKE.—COHEN V. HABERMAN, 111 N. Y. SUPP. 67.—Plaintiff and defendant had been partners, and the defendant purchased the business and accounts, including rights to indemnity against defalcations of bookkeeper. The cash on hand was to be equally divided. There was no examination of the books at the time, but it was subsequently discovered that the bookkeeper had forged the firm's indorsement on checks received from customers. Forty-five hundred dollars was recovered by the defendant from bondsmen and the bank which cashed the checks, and the plaintiff sought to recover one-half. *Held*, that there was no mutual mistake, and plaintiff could not recover. Scott, J., *dissenting*.

The only causes which render a mistake of fact the subject of relief are the following: First, when the mistake constitutes a material ingredient in the contract of the parties and disappoints their intention by mutual error. *Allen v. Hammond*, 11 Pet. 63; *Scruggs v. Drivers' Executors*, 31 Ala. 274; *Webster v. Stark*, 10 Lea. (Tenn.) 406. Illustrating the above rule is *Dambmann v. Schulting*, 75 N. Y. 55, holding that a mistake

as to the defendant's financial condition which might have influenced the plaintiff's action, had he known of it, is no ground for equitable remedy. The second cause for avoiding the agreement is where the mistake is inconsistent with good faith, and proceeds from the violation of obligations imposed by law upon the conscience of either party. *Story's Eq. Jur.*, No. 151; *Wood v. Boynton*, 64 Wis. 625; *Thompson v. Jackson*, 3 Rand. 504.

COMMERCE—INTERSTATE COMMERCE.—ST. & S. F. R. Co. v. STATE, 113 S. W. 203 (ARK.).—*Held*, a continuous transportation of freight between points within a state is "interstate commerce," free from the interference of the state, where a part of the route is outside of the state because of the unsafe condition of a bridge forming a part of the line of road in the state between such points.

The general rule is that all transportation of freight and passengers from one state to another, or through more than one state, either by land or water, is interstate commerce. *Wabash, St. L. & P. Ry. Co. v. Illinois*, 118 U. S. 557; *Fry v. State*, 63 Ind. 562. The United States Supreme Court holds, that the transportation of freight or passengers from one point to another in the same state, either by land or water, where part of the route is outside of the state, is interstate commerce and not under the control of the state wherein it begins and ends. *Lord v. Steamboat Co.*, 102 U. S. 541. Some states, however, hold that such transportation is not interstate commerce. *Campbell v. Chicago, M. & St. P. Ry. Co.*, 86 Ia. 587; *State v. W. U. Tel. Co.*, 113 N. C. 213; *Seawell v. Kansas City, Ft. S. & M. Ry. Co.*, 119 Mo. 222. In *State v. Chicago, St. P., M. & O. Ry. Co.*, 40 Minn. 267, a distinction was made between a railroad line which is operated, partly through another state, for transportation between points in one state, and one which carries on the ordinary business of a common carrier along the line passing though the other state. The right of a state to tax a railroad running between two points in the state, but partly over the territory of another state, was expressly distinguished from an attempt by the state directly to regulate such transportation while outside of its borders. *Lehigh Val. Ry Co. v. Penn.*, 145 U. S. 192; *Maine v. Grand Trunk Ry. Co.*, 142 U. S. 217.

CRIMINAL LAW—HUSBAND AND WIFE—SLANDER OF WIFE BY HUSBAND. —STATE v. FULTON, 63 S. E. 145 (N. C.).—*Held*, that a husband may be convicted of slandering his wife, under a statute providing that if any person shall attempt in a wanton and malicious manner to destroy the reputation of an innocent woman by words, written or spoken, imputing unchastity, he shall be guilty of a misdemeanor. Brown and Hoke, J. J., *dissenting*.

Slander was not a crime at common law, and it is only within comparatively recent times that statutes have been passed making certain slanderous charges indictable. *State v. Wakefield*, 8 Mo. App. 11. The most common of these statutory offenses is that of imputing a want of chastity to a female. *Stutts v. State*, 52 So. 51 (Fla.); *State v. Boos*, 66 Mo. App. 537. Only two cases of a slander of the wife by the husband, however, are to be found in the reports. One of these lays down the rule that such a statute is all-embracing and includes slander perpetrated by